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6 INTELIFI INC.

7
8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA

10
11 AALIYAH RENEE JONES,

12 Plaintiff,

13 v.

14 INTELIFI INC.,

15 Defendant.
16

Case No. 2:22-cv-04470 RSWL-E

Hon. Ronald S. W. Lew

17 **STIPULATED PROTECTIVE ORDER**

18 **I. PURPOSES AND LIMITATIONS**

19 A. Discovery in this action is likely to involve production of confidential,
20 proprietary, or private information for which special protection from public
21 disclosure and from use for any purpose other than prosecuting this litigation
22 may be warranted. Accordingly, the parties hereby stipulate to and petition the
23 Court to enter the following Stipulated Protective Order. The parties
24 acknowledge that this Order does not confer blanket protections on all
25 disclosures or responses to discovery and that the protection it affords from
26 public disclosure and use extends only to the limited information or items that
27 are entitled to confidential treatment under the applicable legal principles. The
28 parties further acknowledge, as set forth in Section 12.3, below, that this

1 Stipulated Protective Order does not entitle them to file confidential
 2 information under seal; Civil Local Rule 79-5 sets forth the procedures that
 3 must be followed and the standards that will be applied when a party seeks
 4 permission from the court to file material under seal.

5 **II. GOOD CAUSE STATEMENT**

6 This action is likely to involve trade secrets, customer lists, valuable research,
 7 development, commercial, financial, technical and/or proprietary information for
 8 which special protection from public disclosure and from use for any purpose other
 9 than prosecution of this action is warranted. Such confidential and proprietary
 10 materials and information consist of, among other things, confidential business or
 11 financial information, information regarding confidential business practices, or other
 12 confidential research, development, or commercial information (including information
 13 implicating privacy rights of third parties), information otherwise generally
 14 unavailable to the public, or which may be privileged or otherwise protected from
 15 disclosure under state or federal statutes, court rules, case decisions, or common law.
 16 Accordingly, to expedite the flow of information, to facilitate the prompt resolution of
 17 disputes over confidentiality of discovery materials, to adequately protect information
 18 the parties are entitled to keep confidential, to ensure that the parties are permitted
 19 reasonable necessary uses of such material in preparation for and in the conduct of
 20 trial, to address their handling at the end of the litigation, and serve the ends of justice,
 21 a protective order for such information is justified in this matter. It is the intent of the
 22 parties that information will not be designated as confidential for tactical reasons and
 23 that nothing be so designated without a good faith belief that it has been maintained in
 24 a confidential, non-public manner, and there is good cause why it should not be part of
 25 the public record of this case.

26 **III. DEFINITIONS**

27 A. Action: This pending federal law suit.

28 B. Challenging Party: A Party or Non-Party that challenges the designation

1 of information or items under this Order.

2 C. “CONFIDENTIAL” Information or Items: Information (regardless of
3 how it is generated, stored or maintained) or tangible things that qualify for
4 protection under Federal Rule of Civil Procedure 26(c), and as specified above
5 in the Good Cause Statement.

6 D. Counsel: Outside Counsel of Record and House Counsel (as well as their
7 support staff).

8 E. Designating Party: A Party or Non-Party that designates information or
9 items that it produces in disclosures or in responses to discovery as
10 “CONFIDENTIAL.”

11 F. Disclosure or Discovery Material: All items or information, regardless of
12 the medium or manner in which it is generated, stored, or maintained
13 (including, among other things, testimony, transcripts, and tangible things), that
14 are produced or generated in disclosures or responses to discovery in this
15 matter.

16 G. Expert: A person with specialized knowledge or experience in a matter
17 pertinent to the litigation who has been retained by a Party or its counsel to
18 serve as an expert witness or as a consultant in this Action.

19 H. House Counsel: Attorneys who are employees of a party to this Action.
20 House Counsel does not include Outside Counsel of Record or any other
21 outside counsel.

22 I. Non-Party: Any natural person, partnership, corporation, association, or
23 other legal entity not named as a Party to this action.

24 J. Outside Counsel of Record: Attorneys who are not employees of a party
25 to this Action but are retained to represent or advise a party to this Action and
26 have appeared in this Action on behalf of that party or are affiliated with a law
27 firm which has appeared on behalf of that party, and includes support staff.

28 K. Party: Any party to this Action, including all of its officers, directors,



employees, consultants, retained experts, and Outside Counsel of Record (and their support staffs).

L. Producing Party: A Party or Non-Party that produces Disclosure or Discovery Material in this Action.

M. Professional Vendors: Persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

N. Protected Material: Any Disclosure or Discovery Material that is designated as “CONFIDENTIAL.”

O. Receiving Party: A Party that receives Disclosure or Discovery Material from a Producing Party.

IV. SCOPE

A. The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

B. Any use of Protected Material at trial shall be governed by the orders of the trial judge. This Order does not govern the use of Protected Material at trial.

V. DURATION

A. Even after final disposition of this litigation, the confidentiality obligations imposed by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in this Action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action, including the time

1 limits for filing any motions or applications for extension of time pursuant to
2 applicable law.

3 **VI. DESIGNATING PROTECTED MATERIAL**

4 A. Exercise of Restraint and Care in Designating Material for Protection.

5 1. Each Party or Non-Party that designates information or items for
6 protection under this Order must take care to limit any such designation
7 to specific material that qualifies under the appropriate standards. The
8 Designating Party must designate for protection only those parts of
9 material, documents, items, or oral or written communications that
10 qualify so that other portions of the material, documents, items, or
11 communications for which protection is not warranted are not swept
12 unjustifiably within the ambit of this Order.

13 2. Mass, indiscriminate, or routinized designations are prohibited.
14 Designations that are shown to be clearly unjustified or that have been
15 made for an improper purpose (e.g., to unnecessarily encumber the case
16 development process or to impose unnecessary expenses and burdens on
17 other parties) may expose the Designating Party to sanctions.

18 3. If it comes to a Designating Party's attention that information or
19 items that it designated for protection do not qualify for protection, that
20 Designating Party must promptly notify all other Parties that it is
21 withdrawing the inapplicable designation.

22 B. Manner and Timing of Designations.

23 1. Except as otherwise provided in this Order (see, e.g., second
24 paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,
25 Disclosure or Discovery Material that qualifies for protection under this
26 Order must be clearly so designated before the material is disclosed or
27 produced.

28 2. Designation in conformity with this Order requires:

1
2 (a) for information in documentary form (e.g., paper or electronic
3 documents, but excluding transcripts of depositions or other pretrial or trial
4 proceedings), that the Producing Party affix at a minimum, the legend.
5 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that
6 contains protected material. If only a portion or portions of the material on a page
7 qualifies for protection, the Producing Party also must clearly identify the protected
8 portion(s) (e.g., by making appropriate markings in the margins).

9 (b) A Party or Non-Party that makes original documents available for
10 inspection need not designate them for protection until after the inspecting Party has
11 indicated which documents it would like copied and produced. During the inspection
12 and before the designation, all of the material made available for inspection shall be
13 deemed “CONFIDENTIAL.” After the inspecting Party has identified the
14 documents it wants copied and produced, the Producing Party must determine which
15 documents, or portions thereof, qualify for protection under this Order. Then, before
16 producing the specified documents, the Producing Party must affix the
17 “CONFIDENTIAL legend” to each page that contains Protected Material. If only a
18 portion or portions of the material on a page qualifies for protection, the Producing
19 Party also must clearly identify the protected portion(s) (e.g., by making appropriate
20 markings in the margins).

21 (c) for testimony given in depositions that the Designating Party identify
22 the Disclosure or Discovery Material on the record, before the close of the deposition
23 all protected testimony.

24 (d) for information produced in some form other than documentary and for
25 any other tangible items, that the Producing Party affix in a prominent place on the
26 exterior of the container or containers in which the information is stored the legend
27 “CONFIDENTIAL.” If only a portion or portions of the information warrants
28

1 protection, the Producing Party, to the extent practicable, shall identify the protected
2 portion(s).

3 C. Inadvertent Failures to Designate.

4 1. If timely corrected, an inadvertent failure to designate qualified
5 information or items does not, standing alone, waive the Designating
6 Party's right to secure protection under this Order for such material.
7 Upon timely correction of a designation, the Receiving Party must make
8 reasonable efforts to assure that the material is treated in accordance with
9 the provisions of this Order.

10 **VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

11 A. Timing of Challenges.

12 1. Any Party or Non-Party may challenge a designation of
13 confidentiality at any time that is consistent with the Court's Scheduling
14 Order.

15 B. Meet and Confer.

16 1. The Challenging Party shall initiate the dispute resolution process
17 under Local Rule 37.1 et seq.

18 C. The burden of persuasion in any such challenge proceeding shall be on
19 the Designating Party. Frivolous challenges, and those made for an improper
20 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
21 parties) may expose the Challenging Party to sanctions. Unless the Designating
22 Party has waived or withdrawn the confidentiality designation, all parties shall
23 continue to afford the material in question the level of protection to which it is
24 entitled under the Producing Party's designation until the Court rules on the
25 challenge.

26 **VIII. ACCESS TO AND USE OF PROTECTED MATERIAL**

27 A. Basic PRINCIPLES.

28 1. A Receiving Party may use Protected Material that is

1 disclosed or produced by another Party or by a Non-Party in connection
2 with this Action only for prosecuting, defending, or attempting to settle
3 this Action. Such Protected Material may be disclosed only to the
4 categories of persons and under the conditions described in this Order.
5 When the Action has been terminated, a Receiving Party must comply
6 with the provisions of section 13 below

7 2. Protected Material must be stored and maintained by a
8 Receiving Party at a location and in a secure manner that ensures that
9 access is limited to the persons authorized under this Order.

10 B. Disclosure of “CONFIDENTIAL” Information or Items.

11 1. Unless otherwise ordered by the court or permitted in
12 writing by the Designating Party, a Receiving Party may disclose any
13 information or item designated “CONFIDENTIAL” only to:

- 14 a) the Receiving Party’s Outside Counsel of Record in this
15 Action, as well as employees of said Outside Counsel of Record to
16 whom it is reasonably necessary to disclose the information for this
17 Action;
- 18 b) the officers, directors, and employees (including House
19 Counsel) of the Receiving Party to whom disclosure is reasonably
20 necessary for this Action;
- 21 c) Experts (as defined in this Order) of the Receiving Party to
22 whom disclosure is reasonably necessary for this Action and who
23 have signed the “Acknowledgment and Agreement to Be Bound”
24 (Exhibit A);
- 25 d) the court and its personnel;
- 26 e) court reporters and their staff;
- 27 f) professional jury or trial consultants, mock jurors, and
28 Professional Vendors to whom disclosure is reasonably necessary

1 for this Action and who have signed the “Acknowledgment and
 2 Agreement to Be Bound” (Exhibit A);
 3 g) the author or recipient of a document containing the
 4 information or a custodian or other person who otherwise
 5 possessed or knew the information;
 6 h) during their depositions, witnesses, and attorneys for
 7 witnesses, in the Action to whom disclosure is reasonably
 8 necessary provided: (1) the deposing party requests that the
 9 witness sign the form attached as Exhibit 1 hereto; and (2) they
 10 will not be permitted to keep any confidential information unless
 11 they sign the “Acknowledgment and Agreement to Be Bound”
 12 (Exhibit A), unless otherwise agreed by the Designating Party or
 13 ordered by the court. Pages of transcribed deposition testimony or
 14 exhibits to depositions that reveal Protected Material may be
 15 separately bound by the court reporter and may not be disclosed to
 16 anyone except as permitted under this Stipulated Protective Order;
 17 and
 18 i) any mediator or settlement officer, and their supporting
 19 personnel, mutually agreed upon by any of the parties engaged in
 20 settlement discussions.

21 **IX. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED** 22 **IN OTHER LITIGATION**

23 A. If a Party is served with a subpoena or a court order issued in other
 24 litigation that compels disclosure of any information or items designated in this
 25 Action as “CONFIDENTIAL,” that Party must:

- 26 1. promptly notify in writing the Designating Party. Such notification
- 27 shall include a copy of the subpoena or court order;
- 28 2. promptly notify in writing the party who caused the subpoena or

1 order to issue in the other litigation that some or all of the material
 2 covered by the subpoena or order is subject to this Protective Order. Such
 3 notification shall include a copy of this Stipulated Protective Order; and
 4 3. cooperate with respect to all reasonable procedures sought to be
 5 pursued by the Designating Party whose Protected Material may be
 6 affected.

7 B. If the Designating Party timely seeks a protective order, the Party served
 8 with the subpoena or court order shall not produce any information designated
 9 in this action as “CONFIDENTIAL” before a determination by the court from
 10 which the subpoena or order issued, unless the Party has obtained the
 11 Designating Party’s permission. The Designating Party shall bear the burden
 12 and expense of seeking protection in that court of its confidential material and
 13 nothing in these provisions should be construed as authorizing or encouraging a
 14 Receiving Party in this Action to disobey a lawful directive from another court.

15 **X. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
 16 **PRODUCED IN THIS LITIGATION**

17 A. The terms of this Order are applicable to information produced by a Non-
 18 Party in this Action and designated as “CONFIDENTIAL.” Such information
 19 produced by Non-Parties in connection with this litigation is protected by the
 20 remedies and relief provided by this Order. Nothing in these provisions should
 21 be construed as prohibiting a Non-Party from seeking additional protections.

22 In the event that a Party is required, by a valid discovery request, to
 23 produce a Non-Party’s confidential information in its possession, and the Party is
 24 subject to an agreement with the Non-Party not to produce the Non-Party’s
 25 confidential information, then the Party shall:

26 promptly notify in writing the Requesting Party and the Non-Party
 27 that some or all of the information requested is subject to a confidentiality agreement
 28 with a Non-Party;

1 promptly provide the Non-Party with a copy of the Stipulated
2 Protective Order in this Action, the relevant discovery request(s), and a reasonably
3 specific description of the information requested; and

4 make the information requested available for inspection by the
5 Non-Party, if requested.

6 If the Non-Party fails to seek a protective order from this court within 14
7 days of receiving the notice and accompanying information, the Receiving Party may
8 produce the Non-Party's confidential information responsive to the discovery request.
9 If the Non-Party timely seeks a protective order, the Receiving Party shall not produce
10 any information in its possession or control that is subject to the confidentiality
11 agreement with the Non-Party before a determination by the court. Absent a court
12 order to the contrary, the Non-Party shall bear the burden and expense of seeking
13 protection in this court of its Protected Material.

14 **XI. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

15 A. If a Receiving Party learns that, by inadvertence or otherwise, it has
16 disclosed Protected Material to any person or in any circumstance not
17 authorized under this Stipulated Protective Order, the Receiving Party must
18 immediately (a) notify in writing the Designating Party of the unauthorized
19 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the
20 Protected Material, (c) inform the person or persons to whom unauthorized
21 disclosures were made of all the terms of this Order, and (d) request such
22 person or persons to execute the "Acknowledgment and Agreement to Be
23 Bound" that is attached hereto as Exhibit A.

24 **XII. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE** 25 **PROTECTED MATERIAL**

26 A. When a Producing Party gives notice to Receiving Parties that certain
27 inadvertently produced material is subject to a claim of privilege or other
28 protection, the obligations of the Receiving Parties are those set forth in Federal

1 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
2 whatever procedure may be established in an e-discovery order that provides for
3 production without prior privilege review. Pursuant to Federal Rule of
4 Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect
5 of disclosure of a communication or information covered by the attorney-client
6 privilege or work product protection, the parties may incorporate their
7 agreement in the stipulated protective order submitted to the court.

8 **XIII. MISCELLANEOUS**

9 A. Right to Further Relief. Nothing in this Order abridges the right of any
10 person to seek its modification by the Court in the future.

11 B. Right to Assert Other Objections. By stipulating to the entry of this
12 Protective Order no Party waives any right it otherwise would have to object to
13 disclosing or producing any information or item on any ground not addressed in
14 this Stipulated Protective Order. Similarly, no Party waives any right to object
15 on any ground to use in evidence of any of the material covered by this
16 Protective Order.

17 C. Filing Protected Material.

18 1. A Party that seeks to file under seal any Protected Material must
19 comply with Civil Local Rule 79-5. Protected Material may only be filed
20 under seal pursuant to a court order authorizing the sealing of the specific
21 Protected Material at issue. If a Party's request to file Protected Material
22 under seal is denied by the court, then the Receiving Party may file the
23 information in the public record unless otherwise instructed by the court.

24 **XIV. FINAL DISPOSITION**

25 A. After the final disposition of this Action, as defined in paragraph 4,
26 within 60 days of a written request by the Designating Party, each Receiving
27 Party must return all Protected Material to the Producing Party or destroy such
28 material. As used in this subdivision, "all Protected Material" includes all



1 copies, abstracts, compilations, summaries, and any other format reproducing or
2 capturing any of the Protected Material. Whether the Protected Material is
3 returned or destroyed, the Receiving Party must submit a written certification to
4 the Producing Party (and, if not the same person or entity, to the Designating
5 Party) by the 60 day deadline that (1) identifies (by category, where
6 appropriate) all the Protected Material that was returned or destroyed and (2)
7 affirms that the Receiving Party has not retained any copies, abstracts,
8 compilations, summaries or any other format reproducing or capturing any of
9 the Protected Material. Notwithstanding this provision, Counsel are entitled to
10 retain an archival copy of all pleadings, motion papers, trial, deposition, and
11 hearing transcripts, legal memoranda, correspondence, deposition and trial
12 exhibits, expert reports, attorney work product, and consultant and expert work
13 product, even if such materials contain Protected Material. Any such archival
14 copies that contain or constitute Protected Material remain subject to this
15 Protective Order as set forth in Section 4 (DURATION).

16
17 B. Any violation of this Order may be punished by any and all appropriate
18 measures including, without limitation, contempt proceedings and/or monetary
19 sanctions.

20 **SIGNATURES APPEAR ON NEXT PAGE**
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27
28

1 IT IS SO STIPULATED THROUGH COUNSEL OF RECORD.

2
3 DATED: February 8, 2023

BERGER MONTAGUE PC

4
5 By: /s/ Hans W. Lodge

6 HANS W. LODGE

Attorneys for Plaintiff

7 **AALIYAH RENEE JONES**

8
9 DATED: February 8, 2023

WOLFE & WYMAN LLP

10
11 By: /s/ Jeffrey S. Kaufman

12 JEFFREY S. KAUFMAN

Attorneys for Defendant

13 **INTELIFI INC.**

14
15 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

16 DATED: February 9, 2023

17
18 /s/ Charles F. Eick

19 Hon. Charles F. Eick

20 United States Magistrate Judge

EXHIBIT AACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on _____ in the case of *Aaliyah Renee Jones v. Intelifi Inc.* (2:22-cv-04470 RSWL-E). I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ [print or type full name] of _____ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____